trial court was justified in admitting the testimony in view of the repeated conversations overheard. *Cf. People* v. *Dunbar Contracting Co.* (1915) 215 N. Y. 416, 109 N. E. 554; but *cf.* 11 Columbia Law Rev. 182.

EVIDENCE—CORROBORATION OF ACCOMPLICES.—The defendant, a physician, was convicted of the crime of abortion upon the testimony of two accomplices supplemented by other evidence of the pregnancy of the woman upon whom the abortion was committed, of her visit to the defendant's office, and of her miscarriage shortly thereafter. *Held,* the corroborating evidence was sufficient as it tended to satisfy the jury of the truth of the accomplices' testimony. *State* v. *Holden* (Ohio 1917) 20 N. P. (N. S.) 200.

There was no rule of common law requiring corroboration of the testimony of an accomplice although a jury was to be cautioned as to reliance upon it. I Greenleaf, Evidence § 380; *Allen* v. *State* (1859) 10 Oh. St. 287. But by statute, or, as in Ohio, independently of statute, in over half of our states the requirement of the corroboration of an accomplices' testimony has become a rule of law. 3 Wigmore, Evidence § 2056; see *State* v. *Robinson* (1910) 83 Oh. St. 136, 93 N. E. 623. Two views have been taken as to what is sufficient corroboration. The one generally recognized in England and the United States is that there must be some other evidence of the accused's actual participation in the offence. *Regina* v. *Dyke* (1838) 8 Car. & P. 261; *Commonwealth* v. *Holmes* (1879) 127 Mass. 424; *People* v. *Haynes* (N. Y. 1869) 55 Barb. 450. This view apparently was favored in Ohio before the decision in the principal case. See *State* v. *Robinson, supra.* Upon facts very similar to those in the principal case it has been held, in accordance with this view, that there was not a sufficient corroboration. *People* v. *Josselyn* (1870) 39 Cal. 393. The other view is that any evidence tending to convince the jury of the truth of the accomplices' testimony is sufficient corroboration. *State* v. *Howard* (1859) 32 Vt. 380; *State* v. *Ballew* (1900) 83 S. C. 82, 63 S. E. 688. The principal case expressly adopts this view. As a matter of principle it would seem that the requirement of corroboration of an accomplice's testimony is to verify its truthfulness and that any corroborating evidence is sufficient which tends to and which does convince the jury that the testimony of the accomplice is true. See *Tidd's Trial* (1820) 33 How. St. Tr. 1483. It is submitted, therefore, that the principal case is correct, though against the weight of authority.

INSURANCE—STANDARD POLICY—CANCELLATION CLAUSE.—In a suit upon a standard fire insurance policy, similar to that prescribed by statute in New York Insurance Law (N. Y. Consol. Laws, c. 33) § 121, *held,* in order to effect a cancellation the company should have returned the unearned premium upon giving notice of cancellation. *Continental Insurance Co. of N. Y.* v. *Peery* (Tenn. 1917) 197 S. W. 487.

The standard fire insurance policy adopted in New York in 1886 has been used or prescribed by statute in many other jurisdictions, Richards, Insurance (3rd ed.) § 277. The cancellation clause provides that the company may cancel by giving five days notice, and further, that "If this policy shall be cancelled * * *, the unearned portion [of the premium] shall be returned on surrender of this policy * * *." In construing this clause, a majority of the courts have held that